601 PL'F'S EX. B.

J. A. G. O.
(8016)

Whereas, By Section 10 of an Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors and for other purposes," it is provided that it shall not be lawful to build or commence the building of any wharf, pier, dolphin, boom, weir, breakwater, bulkhead, jetty, or other structures in any port, roadstead, haven, harbor, canal, navigable river, or other water of the United States, outside established harbor lines, or where no harbor lines have been established, except on plans recommended by the Chief of Engineers and authorized by the Secretary of War; and it shall not be lawful to excavate or fill, or in any manner to alter or modify the course, location, condition, or capacity of, any portion, roadstead, haven, harbor, canal, lake, harbor of refuge, or inclosure within the limits of any breakwater, or of the channel of any navigable water of the United States, unless the work has been recommended by the Chief of Engineers and authorized by the Secretary of War prior to beginning the same;

And whereas, Mr. P. J. McGowan of South Bend, Washington, has applied to the secretary of war for permission to construct and maintain a log boom in North river, Washington, as shown on the attached plans, which have been recommended by the chief of engineers;

Now, therefore, This is to certify that the secretary of war hereby gives unto P. J. McGowan permission to construct and maintain a log boom in North river, at said place, as shown on said plans, subject to the following condition:

That the work herein permitted to be done shall be subject to the supervision and approval of the engineer officer of the United States Army in charge of the locality.

Witness my hand this fourteenth day of April, 1900.

[SEAL.] ELIHU ROOT,
Secretary of War.

(Here follows map marked p. 601*a*.)

601½ The following are Def. exhibits, whereas all the foregoing are Plff's exhibits, and the exhibits are paged and are given numbers, each page of said exhibits being numbered starting with No. 1 on first page of exhibits.

602 An agreement made and entered into by Mary Smith, a widow, in her own right, and said Mary Smith as guardian of the person and property of Eunice Smith, a minor; and Don L. Smith, parties of the first part; and John F. Hobi, party of the second part, all of said parties of Pacific County, State of Washington, Witnesseth, That whereas the said parties of the first part are the owners of certain lands, hereinafter described, bordering upon the North river and a certain Slough known as Smith's slough, which slough and river are valuable for the driving holding, booming and rafting logs at the place where said slough and river border thereon. Said lands being described as lots 1, 2 & 3 of section 22, and lot- 1 & 2 of section 23, of township 15 north, of range 10 west, of the Willamette Meridian, in Pacific County, State of Washington. And whereas the said party of the second part desires to drive, sack, hold, boom and raft saw logs and other timber products in said slough and river; and whereas in order to prepare said waters for said purposes is very costly and the improvements are of a permanent nature, and it being impracticable to limit the time of the duration of the easements and privileges sought by said party of the second part and granted by the said parties of the first part more definitely than is herein stated, therefore, in consideration of the provisions herein contained and the payment of the sum of $200.00 by the said party of the second part to the said parties of the first part each and every year during the life of this instrument to be paid at the times hereinafter stated, the said parties of the first part agree, grant and consent to the use of the waters of said streams adjacent and abutting upon said lands, and all necessary use of the shore lands of said hereinbefore described premises, to float, drive, sack, boom, hold and raft saw logs and other timber products as said party may desire to float, drive, sack, boom, hold and raft, and to drive all necessary piles, erect and maintain booms and other appliances necessary to carry on said business, and to erect, maintain and occupy the buildings
603 necessary and convenient for the use of the said party of the second part and his employees upon the lands hereinbefore described convenient to said waters, to the said party of the second part his heirs and assigns.

Provided further, that if said party of the second part shall in his said operations block up or seriously interfere with the free use, ingress or egress of said parties of the first part of the said premises, the said party at his own proper expense shall construct and plank a suitable and convenient road or way over the tide lands from the North river to the hill upon said premises.

The said party of the second part shall pay the said parties of the first part for the use of said premises as follows Twenty dollars upon

the signing of this contract and the remaining one hundred and eighty dollars at the end of the first year, and two hundred dollars on or before the first day of April, of each subsequent year that said party of the second part his heirs or assigns may occupy said premises. Time is expressly made the essence of this contract and if default be made in the said payments or in any of them, or in any part of them when by the terms of this contract the same shall be due and payable, then said parties of the first part may at their option declare the contract terminated; or either of said parties of the first part may declare the same terminated so far as his individual interests are concerned; It is further stipulated that said Eunice Smith, when she shall have arrived at her majority may at her option declare this contract terminated so far as it affects her interests in said property. It is further provided that upon the termination of this contract either because of default in payment or for any other cause, all buildings, boom, piling and other improvements upon said waters and premises shall become the property of said parties of the first part, and shall be turned over to them by said party of the first part uninjured save and except natural wear and tear and damages by the elements excepted. And the said party of the second part promises and agrees to well and truly perform all the conditions on his part to be performed set forth or implied in this agreement; that he will commit no waste upon said premises and that he will turn
604 over said improvements, booms, piling and other property connected therewith in good condition natural wear and tear and damage by the elements excepted, at the termination of this contract. It is further stipulated and agreed that said party of the second part may terminate this contract at any time by giving notice to said parties of the first part.

It is further stipulated and agreed that the terms and conditions of this agreement shall apply and be continued to the heirs and assigns of all the parties to this instrument as well as to the principals.

It is further stipulated and agreed that should said party of the second part use the minor or small sloughs or permits his logs or timber products to enter them or any of them that the shores or banks shall be shore boomed and piled so as to protect the banks and the bridges raised or built so as to permit the logs to pass under them without injury from the logs at the expense of the said party of the second part.

It is further stipulated and agreed that said party of the second part shall apportion and pay the $200.00 to the parties of the first part as follows, $125.00 to be paid to said Mary Smith as compensation for the use of her own premises and those of the said Eunice Smith, and $75.00 to said Don L. Smith and the same shall be paid at the dwelling upon the premises of said parties of the first part.

It is further stipulated and agreed that should the said Eunice Smith upon her arrival at her majority decide to terminate this contract, she shall not succeed to any interest in the booms, piling or other property in front of her premises but the same shall continue

and remain the property of said party of the second part his heirs or assigns, any thing herein contained to the contrary notwithstanding.

Executed in duplicate this 11th day of April, 1903.

MARY SMITH.
DON L. SMITH.
EUSIN SMITH,
By Mary Smith, Her Guardian.
JOHN F. HOBI.

605 STATE OF WASHINGTON, *Pacific County, ss:*

I, Sol Smith a notary public for the state of Washington, do hereby certify that on this 11th day of April, 1903, personally appeared before me Mary Smith and Don. L. Smith, to me personally known to be two of the individuals described in and who executed the within instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned; and the said Mary Smith, guardian of the person and property of the said Eunice Smith, acknowledged that she signed the same as the free and voluntary act of the said Eunice Smith. Given under my hand and official seal this 11th day of April, 1903.

SOL SMITH,
[SEAL.] *Notary Public, Residing at South Bend, Pacific County, State of Washington.*

For a valuable consideration I hereby assign, transfer and set over to the North Shore Boom & Driving Company, a corporation, all my right title and interest in the within contract and agreement, and land described therein.

JOHN F. HOBI.

STATE OF WASHINGTON, *County of Pacific:*

This certifies that on the 12th day of Sept. 1903, personally appeared before me John F. Hobi, well known to me to be the person who executed the foregoing instrument and who acknowledged to me that he executed the said assignment voluntarily for the uses and purposes therein contained.

Witness my hand and official seal this 12th day of Sept. 1903.

[SEAL.] H. W. B. HEWEN,
Notary Public, Residing at South Bend, Wash.

Indorsed: Def'ts' Ex. 12. Filed Sept. 23, 1903. E. A. Seaborg, County Clerk.

606 This agreement, made this 10th day of June, A. D. 1903, between S. A. Soule, of the county of Pacific, and State of Washington, the party of the first part, and James Johnson of the same place, the party of the second part, Witnesseth: That in consideration of the stipulations herein contained, and the pay-

ments to be made as hereinafter specified, the party of the first part hereby agrees to sell unto the part- of the second part the following described real property, situated in the county of Pacific, State of Washington, and more particularly known and described as lot No. one (1) Sec. 27, Tp. 15, N. R. 9 W. W. M., as recorded in the office of the auditor of said county of Pacific for the sum of two hundred fifty dollars on which the said party of the second part has paid the sum of one hundred & fifty (150) dollars.

And the said party of the second part, in consideration of the premises, hereby agree- to pay the said party of the first part at the office of the South Bend Banking Company the remaining principal with interest at the rate of eight per cent. per annum at the times and in the manner following: Fifty (50) dollars on 18 months after date, and the remainder of fifty 50 dollars on three years after this date.

And the party of the second part in consideration of the premises, hereby agree- that he will regularly and seasonably pay all taxes and assessments, which may hereafter be lawfully imposed on said premises.

All improvements placed there shall remain, and shall not be removed before final payment be made for said above described premises.

In case the said party of the second part his legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the several times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the said party of the first part will make unto the party of the second part his heirs or assigns, upon request, stand upon the surrender of this agreement a deed conveying said premises in fee simple, with the ordinary covenants of warranty; excepting, however, from the operation and subject matter of said covenants, the before men-
607 tioned taxes and assessments, and all liens and incumbrances created or imposed by said part- or his assigns.

But in case the said party of the second part shall fail to make the payments aforesaid or any of them, punctually and upon the strict terms, and at the times above specified, without any failure or default, the time of payment being declared to be the essence of this agreement; then the party of the first part shall have the right to declare this agreement null and void; and in such case all the rights and interests hereby created or then existing in favor of the said party of the second part, or derived under this agreement shall utterly cease and determine, and the aforesaid premises shall revert to and revest in said party of the first part without any declaration of forfeiture or act of re-entry, or without any other act by said party of the first part to be performed and without any right of the said party of the second part of reclamation or compensation for money paid or improvements made, as absolutely fully and perfectly as if this agreement had never been made.

And it is further agreed, That no agreement or condition or relations between the party of the second part and his assigns, or any

other person acquiring title or interest from or through him shall preclude the party of the first part from the right to convey the premises to said party of the second part or his assigns on surrender of this agreement and the payment of the unpaid portion of the purchase money, which may be due to the party of the first part.

In witness whereof, the said party of the first and second part has signed this agreement the day and year first above written.

S. A. SOULE.
JAMES JOHNSON.

M. D. EGBERT.
C. M. EGBERT.

608 STATE OF WASHINGTON, *County of Pacific, ss:*

For a valuable consideration, I hereby assign, transfer and set over to the North Shore Boom and Driving Company, a corporation, all my right, title and interest in the within contract for its use and benefit forever.

Dated Sep. 19, 1903.

JAMES JOHNSON.

STATE OF WASHINGTON, *County of Pacific:*

This certifies that on this 19th day of September, 1903, personally appeared before me James Johnson, unmarried, known to me to be the person whose name is subscribed to the foregoing assignment and who acknowledged to me that he executed the same voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and seal the 19th day of September, 1903.

[SEAL.] H. W. B. HEWEN,
Notary Public, Residing at South Bend, Washington.

STATE OF WASHINGTON, *County of Pacific, ss:*

This Certifies, That on this 10 day of June, A. D. 1903, before me Marion D. Egbert, a Notary Public, in and for said State, personally appeared the within named S. A. Soule, who is known to me to be the identical person described in the within instrument, and who executed the foregoing assignment and acknowledged to me that he signed and sealed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

[SEAL.] MARION D. EGBERT,
Notary Public, Residing at So. Bend, Pacific Co., Wash.

Indorsed: Filed Dec. 4, 1903. E. A. Seaborg, County Clerk. Def'ts' Ex. 11.

609 *Contract.*

This agreement made and entered into by S. M. Reeves and Mamie Reeves, husband and wife, parties of the first part, and North Shore Boom and Driving Company, party of the second part:

Witnesseth: That whereas the said first parties are the owners of certain lands hereinafter described bordering upon North river in Pacific County, Washington, which river is valuable for driving, holding, booming and rafting logs at the place where said river borders on said land, which land is described as follows, lot four (4) in section twenty two (22), township fifteen (15) North, range ten (10) west of the W. M., and

Whereas, the said party of the second part desires to drive sack, hold, boom and raft saw logs and other timber products in said river and whereas in order to prepare said waters for said purpose the improvements are of a costly and permanent nature, and it being impracticable to limit the time of the duration of the easements and privileges sought by said party of the second part and granted by the said party of the first part more definitely than is herein stated, therefore in consideration of the provisions herein contained, and the payment of the sum of one hundred dollars ($100.00) by the said party of the second part to the said parties of the first part, each and every year during the life of this instrument from this date to be paid at the times hereinafter stated, the said parties of the first part agree grant, and consent to the use of the waters of said stream adjacent and abutting upon said lands, and all necessary use of the shore lands of said hereinbefore described premises, to float, drive, sack, boom, hold and raft saw logs and other timber products that said second party may desire to float, drive, hold, sack, boom or raft, and to drive all necessary piles, erect and maintain booms and other appliances necessary to carry on said business, to the said party of the second part his heirs and assigns.

The said party of the second part agrees to pay said first parties for the use of said premises and privileges as follows, ten dollars upon the signing of this contract, and the remaining ninety dollars
610 April 1, 1904, and one hundred dollars on or before the 1st day of April of each subsequent year, that the said party of the second part may occupy said premises. Time is expressly made the essence of this contract and if default be made in said payments or any of them when by the terms of this contract the same shall be due and payable then said parties of the first part may at their option declare the contract terminated.

It is further stipulated and agreed that said party of the second part may terminate this contract at any time by giving written notice, and that the terms and conditions of this agreement shall apply and be continued to the heirs and assigns of all the parties to this instrument as well as to the principals.

Witness our hands this 15th day of September, 1903.

S. M. REEVES,
MAMIE W. REEVES,
NORTH SHORE BOOM & DRIVING COMPANY,
By J. F. HOBI, *Secretary.*

STATE OF WASHINGTON, *County of Pacific, ss:*

I, H. W. B. Hewen, Notary Public of Washington, residing at South Bend, Pacific County, Washington, hereby certify that this fifteenth day of September, 1903, personally appeared before me, S. M. Reeves and Mamie Reeves, husband and wife known to me to be the individuals who executed the above contract and acknowledged to me that they signed the same as their free and voluntary act for the purposes therein set forth.

[SEAL.] H. W. B. HEWEN,
N. P. of Washington, Residing at South Bend, Wash.

611 STATE OF WASHINGTON, *County of Pacific, ss:*

I, A. P. Leonard, auditor and *ex officio* recorder of the county of Pacific, state of Washington and custodian of the records and files thereof hereby certify that the above and foregoing is a full, true and correct copy of an instrument, and of the whole thereof, as the same appears of record in Volume 6 Miscellaneous Record at page 568, in my office.

Witness my hand and official seal affixed this second day of December, 1903.

A. P. LEONARD,
County Auditor.
[SEAL.] By MADGE SOUTER, *Deputy.*

Indorsed: Copy. Filed for record at the request of J. W. Kleeb, Dec. 2nd, A. D. 1903, at 15 min. past 11 A. M. and recorded in vol. 6 of Misc. page 568 records of Pacific County, Wash. A. P. Leonard, County Auditor. By J. H. Dalton, Deputy. Def'ts' Ex. 10. Filed Dec. 4, 1903. E. A. Seaborg, County Clerk.

612 This Lease, made and entered into this 1st day of Dec. A. D. 1899, by and between the state of Washington, party of the first part, and W. H. Abel, of Montesano, Wash., party of the second part:

Witnesseth, That for and in consideration of the sum of forty-eight and 40-100 ($48.40) dollars per year to be paid to the Commissioner of Public Lands of the State of Washington, yearly in advance, and in consideration of the covenants hereinafter contained, the State of Washington doth lease, demise and let unto the party of the second part that tract or parcel of tide land of the second class, situate in Pacific county, State of Washington, and described as follows, to-wit:—

All tide lands of the second class, owned by the state of Washington, situate in front of, adjacent to or abutting upon that portion of the Gov. meander line lying in front of lots 1 & 6 Sec. 26, lots 1 & 2 Sec. 27, lots 1, 2, 3, 4 Sec. 22, lots 1, 2, 3 Sec. 23, lots 1 & 2 Sec. 14, lots 1 to 7 inc. Sec. 13 and lots 1, 2, 3, Sec. 24, all in Twp. 15 N., R. 10 W. W. M. and being a distance of 484.00 chains measured on said meander line for the period of thirty (30) years from the date of this instrument.

As a further consideration, the following covenants are mutually agreed to:

The payment of the above mentioned annual rent to the commissioner of Public Lands of the State of Washington yearly in advance is the essence of this contract, and the same shall be, and is, a condition precedent to the execution and continuance of this lease or any rights thereunder, and if said annual rent shall not be paid within sixty days from date due upon notice served by the commissioner of public lands, this lease shall be null and void.

The State of Washington reserves the right to approve any assignment of the whole or an undivided interest in and to the within leasehold.

The tide lands herein shall not be offered for sale except upon application of lessee, who shall have preference right to release or to purchase at highest rate bid: Provided, however, and these
613 rights are conditioned that lessee shall keep his lease in good standing.

All improvements placed upon said land by the lessee, capable of removal without damage to the land, where the lease is yielded to the state prior to any application to purchase said land, may be removed by the lessee or at his option may remain on the land subject to purchase or hire, and this lease is granted according to the provisions of an act relating to lease *and* etc. of state lands, approved March 16th, 1897, (as amended by section 50 approved March 13, 1899.)

All piling or other improvements placed upon the above described tide lands shall attach to and become a part of the realty unless moved or sold under the provision of the said act relating to leases, etc., of state lands, approved March 16th, 1897, within three years after termination by surrender or limitation of lease or release.

No statutory right vested in lessee is waived hereby, and lessee expressly agrees to all covenants herein, and binds himself or themselves for the payment of rent as hereinbefore set up.

This day and year above written.

[Seal of the Commissioner of Public Lands, State of Washington.]

THE STATE OF WASHINGTON,
By ROBERT BRIDGES,
Commissioner of Public Lands.
W. H. ABEL, *Lessee,*
P. O. Address, Montesano,
County of Chehalis, State of W'n.

Witnesses as to Lessee.
C. N. WILSON.
MALL CARLILE.

365

Know all men by these presents: That we, W. H. Abel and Ella R. Abel, of Montesano, Washington, for a valuable consideration to us in hand paid by the North Shore Boom and Driving Company, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, do hereby assign, transfer and set over to said company all of *their* right, title and interest
614 in and to that certain lease executed by the State of Washington to the said W. H. Abel, dated December 1st, 1899, to all of the tide lands of the second class owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the government meander line lying in front of lots 1 & 6 Sec. 26, lots 1 & 2 Sec. 27, lots 1, 2, 3, 4, Sec. 22, lots 1, 2, 3, Sec. 23, lots 1 & 2 Sec. 14, lots 1 to 7 inc. Sec. 13, and lots 1, 2, 3, Sec. 24 all in Twp. 15 N. Range 10 West W. M. and being a distance of 484.00 chains measured on said meander line.

To have and to hold unto the said North Shore Boom & Driving Company, and its assigns, for the period of said lease.

The said assignee hereby binds and obligates itself to perform all of the conditions of said lease.

W. H. ABEL. [SEAL.]
ELLA R. ABEL. [SEAL.]

STATE OF WASHINGTON, *County of Chehalis, ss:*

This is to certify that on this 14th day of September, 1903, before me D. W. Fleet, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared W. H. Abel and Ella R. Abel, his wife, to me well known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal this 14th day of September, A. D. 1903.

[Seal D. W. Fleet, Notary Public, State of Washington.]

D. W. FLEET,
Notary Public in and for the State of Washington,
Residing at Montesano, Washington.

Expiration of commission June 8, 1907.

615 STATE OF WASHINGTON:

OFFICE OF COMMISSIONER OF PUBLIC LANDS.

Appr. Sept. 15th, 1903.

S. A. CALLVERT,
Commissioner of Public Lands.

Recorded Sept. 19th 1903, at 9.15 o'clock A. M. at the request of the North Shore Boom & Driving Company, in Vol. "6" of Misc. Records at page 544.

STATE OF WASHINGTON, *County of Pacific, ss:*

I, A. P. Leonard, auditor and *ex officio* recorder of the county and state aforesaid, do hereby certify that the above and foregoing is a full, true and correct copy of a lease from the state of Washington to W. H. Abel, and an assignment of said lease from W. H. Abel and Ella R. Abel to the North Shore Boom & Driving Company and of the whole thereof as the same appears of record in Vol. "6" of Misc. Records of Pacific County State of Washington, at page 544 thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal this 19th day of September, 1903.

A. P. LEONARD,
[SEAL.] *Auditor and ex-Officio Recorder of Pacific County, State of Washington.*

Indorsed: Def'ts' Ex. 9. Filed Dec. 4, 1903. E. A. Seaborg, County Clerk. Filed Sept. 23, 1903. E. A. Seaborg, County Clerk.

616 UNITED STATES OF AMERICA, *State of Washington:*

No. 5176.

DEPARTMENT OF STATE, OLYMPIA.

Whereas, The North Shore Boom & Driving Co., a corporation, organized and existing under the laws of the State of Washington, and having its principal place of business at So. Bend, in said state, having complied with the requirements of Section 5 of an act of the legislature of the state of Washington, approved March 13, 1897, entitled "An act fixing the fees to be paid to the Secretary of State by corporations doing business in this state, and declaring an emergency," by paying to the Secretary of State, for License Fee $10, for penalty $—

Now therefore, a license is hereby granted to the above named company to carry on business in the state of Washington for the year ending June 30, 1904.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State of Washington, this 26th day of Aug. 1903.

SAM H. NICHOLS,
[SEAL.] *Secretary of State.*

Indorsed: Defendant's Ex. 8. Filed Dec. 4, 1903. E. A. Seaborg, County Clerk.

617 No. 3565.

(Domestic.) Article No. 13469.

UNITED STATES OF AMERICA, *State of Washington:*

OFFICE OF THE SECRETARY OF STATE.

I, Sam H. Nichols, Secretary of State of the State of Washington, do hereby certify that Articles of Incorporation of the The North Shore Boom and Driving Company, a domestic corporation, organized under the laws of the State of Washington and having its principal place of business at South Bend in said state, were on the 26th day of August, A. D. 1903, filed for record and recorded in Book 39, page 273, Domestic Corporations.

In testimony whereof, I have hereunto set my hand and affixed hereto the seal of the State of Washington.

Done at Olympia, this 31st day of August, A. D. 1903.

[SEAL.] SAM H. NICHOLS,
Secretary of State.

Indorsed: Defendant's Ex. 7. Filed Dec. 4, 1903. E. A. Seaborg, County Clerk.

618 B. O.

UNITED STATES ENGINEER OFFICE,
SEATTLE, WASHINGTON, *March* 23, 1903.

Mr. John F. Hobi, South Bend, Wash.

DEAR SIR: Referring to your application of February 7, 1903, for permission to construct and maintain a boom for storage of logs in North river, Pacific County, Wash., the Secretary of War directs that you be informed "that the war department will interpose no objection to its construction and maintenance in the manner proposed, as long as it does not unreasonably interfere with navigation."

By direction and in the absence of Major Millis:

Very respectfully, JAMES H. MURPHY,
Chief Clerk.

Indorsed: Defendant's Ex. 6. Filed Dec. 4, 1903. E. A. Seaborg, County Clerk.

619 Nicomen Boom Co.

Incorporated March 21, 1900.

P. J. McGowan, President. E. P. Noonan, Secretary.

McGOWAN, WASH., *Feb.* 13, 1903.

Mr. J. F. Hobi, Canton, Pacific Co., Wash.

DEAR SIR: Your letter of the 5th inst. is received and contents noted. We received advice from Mr. Lynn that you had notified him to drive your logs down in to the Boom, and we wrote Mr. Lynn that we would undertake this work providing that we found it came within the limits of the operative rights of the Boom Company. Since that time we have been looking up the rights and powers of the corporation, but we cannot find that the company has any rights, under its incorporation or charter, that will permit it to engage in driving logs or timber. It would appear that the company's powers are strictly limited to the booming and rafting of logs and other timber.

With reference to the logs that you mention as being beached below the boom: The Company will pay for such logs as escape the sheer boom or break through the boom itself. We do not know how the logs you mention came to get there.

Yours truly, THE NICOMEN BOOM CO.,
Per P. J. McGOWAN, *M'g'r.*

Indorsed: Filed Sept. 23, 1903. E. A. Seaborg, County Clerk. Def'ts' Ex. 5. Filed Dec. 4, 1903. E. A. Seaborg, County Clerk.

620 *Articles of Incorporation of the North Shore Boom and Driving Company.*

These Articles of Incorporation, Witnesseth: that we John W. Kleeb and John F. Hobi, each a citizen of the United States and of the State of Washington, do associate ourselves as a body corporate, and do hereby incorporate for the transaction of business as is authorized by these articles.

I.

That the name of this corporation shall be The North Shore Boom and Driving Company.

II.

The capital stock of this corporation shall be twenty thousand dollars, divided into two hundred shares of the par value of one hundred dollars each.

III.

The corporation shall have the following powers:

First: To catch, boom, sort, raft, and hold logs, lumber, piling, shingle-bolts and any and all timber products of any and all kinds whatsoever:

Second: To acquire, use, hold and transfer any and all real and personal estate or property by lease, purchase or otherwise, as shall or may be necessary, convenient or advisable to carry on the business of this corporation:

Third: To construct, maintain and use all necessary sheer or receiving booms, dolphins, piers, piles, or other structure for catching booming, rafting, storing and sorting any and all logs, shingle bolts, piles or other timber products of any and every kind and nature which may be put into or come down North river in the state of Washington:

Fourth: Also to clear and improve said North river or any of its tributaries; to remove all jams, roots, snags, rocks; improve
621 and straighten the channels; to build wing dams and sheer booms, construct dams with gates or otherwise for the purpose of storing water with which to produce artificial freshets and in all ways to improve such streams and river for the purposes herein mentioned and contemplated, viz. driving, sorting, rafting, booming, catching, holding and delivering logs and other timber products:

Fifth: To buy, hire, rent or in any way acquire tugs, steam boats, and other vessels and floats, or any and all appliances necessary or convenient in conducting the business of the corporation, or any part thereof, and in towing and transporting any and all of the said logs or timber products or in clearing said streams of obstructions as aforesaid;

Sixth: To do and perform any and all business and things convenient necessary or advisable in the conduct of all or any part of the foregoing work and improvement, whether particularly enumerated in these articles or not and consistent with the by-laws and Articles of incorporation of this corporation.

IV.

The existence of this corporation shall be fifty years.

V.

The number of trustees of this corporation shall be two and John W. Kleeb, John F. Hobi shall be the trustees for, and conduct the business of the corporation for the first six months of its existence and until their successors shall be elected and qualified.

VI.

The officers of this corporation shall be prescribed by the by-laws and who shall be elected and hold their respective offices for terms specified in said by-laws.

POOR COPY